

**Wicomico County Purchasing Department  
125 N. Division Street, Room B-3  
Salisbury, Maryland 21801**



**INVITATION FOR BID**

<b>PROJECT:</b>	<u>Farmland Lease - West Metro Core Park</u>
<b>DEPARTMENT:</b>	<u>Recreation Parks &amp; Tourism</u>

**VENDOR:**

<b>NAME:</b>	_____
<b>ADDRESS:</b>	_____
	_____

**BID OPENING:**

<b>DATE:</b>	<u>December 15, 2015</u>
<b>TIME:</b>	<u>2:00 PM</u>

## **I. BID INSTRUCTIONS**

### **A. SUBMISSION OF BIDS**

1. Three full copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
2. The bid forms shall be signed and submitted in a sealed envelope clearly identified on the outside of the mailing envelope with the name of the bid/project and date and time of the scheduled bid opening as indicated in the advertisement.
3. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

### **B. DELIVERY OF BIDS**

1. Bids should be mailed or hand carried to Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801, in order to be received in the office of the Purchasing Agent **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the bidder unopened.*
2. If you are delivering a bid in person please keep in mind to allow time to sign-in at the security station in the lobby. It is fully the responsibility of the bidder to insure that the bid is received on time.
3. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.

### **C. QUESTIONS/ADDENDUM**

1. Bids are subject to change in the form of an addendum. Questions must be addressed in writing to Wicomico County Purchasing at [purchasing@wicomicocounty.org](mailto:purchasing@wicomicocounty.org).
2. All questions should be asked no later than seven (7) calendar days in advance of the bid. Addenda are posted on the County website at [www.wicomicocounty.org](http://www.wicomicocounty.org) under Government: Departments: Purchasing: at [www.wicomicocounty.org/bids.aspx](http://www.wicomicocounty.org/bids.aspx) at least five (5) calendar days before bid opening.

3. It is the bidders responsibility to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

#### **D. QUALIFICATIONS**

1. The Bidder must be in compliance with the laws regarding conducting business in the State of Maryland.

All Bidders shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Bidder is in good standing with the State of Maryland. See [https://sdatcert1.resiusa.org/certificate\\_net/](https://sdatcert1.resiusa.org/certificate_net/) for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of bidders.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation could result in the bid being rejected.
3. All vendors who wish to bid on County projects and contracts need to register as a bidder at [www.wicomicocounty.org/list.aspx?Mode=Subscribe#bids](http://www.wicomicocounty.org/list.aspx?Mode=Subscribe#bids) by checking off the categories for which you wish to be informed of future bids.

#### **E. INSURANCE**

1. If required by the Lease, the bidder shall provide the County with Certificates of Insurance within ten (10) days of bid award notification evidencing the required coverage.

#### **F. BID EVALUATION**

1. If some characteristic of the bid requires that the bid must be reviewed by the County Council, the award can be expected within 30 days.
2. Bid tabulations will be posted on the County website at [www.wicomicocounty.org/bids.aspx](http://www.wicomicocounty.org/bids.aspx) and click on the box Show Closed/Awarded/Cancelled Bids and find the bid tabulation for the bid you are interested in. The tabulations will typically be posted within 24 hours of the bid opening.

3. Bid evaluations typically take 1-2 weeks.

**G. RIGHT TO REJECT**

1. Wicomico County reserves the right to reject any and/or all bids or to waive any technicality it deems in the best interest of the County.

**H. AWARD OF BID**

1. The County shall award the bid to the best, responsive and responsible bidder complying with the provisions of the Invitation for Bid.

## **II. BID SPECIFICATIONS**

### **Farming Rights License - West Metro Core Park**

The Wicomico County Purchasing Department, on behalf of the Department of Recreation, Parks & Tourism, is soliciting Bids to lease land for farming purposes.

This invitation references a parcel of land situated in the Hebron Election District of Wicomico County, State of Maryland, containing approximately One Hundred (100) acres of tillable land, more or less, located on the northerly and northeasterly side of Levin Dashiell Road also known as County Road 418, as widened, all as more particularly being described as, Map 28, Parcel 21. See the SDAT: Real Property Search Map included in this document. The property is owned by Wicomico County Maryland, making up the farm property known as West Metro Core Park.

#### **General Requirements:**

This Lease is for the purpose of farming crops. No livestock or poultry are permitted. The term of the lease agreement will extend from January 1, 2016 and terminate on December 31, 2016. The lease may be renewed for two (2) additional one-year terms, if agreeable to by both parties, at the anniversary date.

Interested parties will be required to execute a Lease Agreement (sample attached) and be bound by the terms and conditions of said Agreement.

#### **Bid Submission:**

Sealed Bids must be received by mail or in person no later than 2:00 PM EST December 15, 2015 to:

Wicomico County Purchasing Department  
Government Office Building  
125 N. Division Street, Room B-3 (basement)  
Salisbury, MD 21801

**III. BID FORM**

Date: \_\_\_\_\_

TO: Wicomico County Purchasing Department  
Government Office Building  
125 North Division Street, Room B-3  
Salisbury, MD 21801

BID – Farmland Lease for West Metro Core Park - 2016

Rent amount per acre per year \$\_\_\_\_\_

Rent amount total annually (approximately One Hundred [100] acres) \$\_\_\_\_\_

Three (3) copies of the bid are required for a bonafide bid.

Addendums acknowledgement: YES\_\_\_\_ Numbers \_\_\_\_\_

Exceptions: YES\_\_\_\_ NO\_\_\_\_  
(If yes please specify on additional page)

Certificate of Insurance is required. Please acknowledge by checking “yes” YES\_\_\_\_  
Certificate of Insurance is not required at time of bid, however must be submitted prior to commencement of work.

I have read, understood, and agreed to the terms and conditions of all contents of this BID. The undersigned agrees to furnish the commodity or service stipulated in this BID as stated above.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**LEASE AGREEMENT FOR FARM LAND  
WEST METRO CORE PARK**

THIS FARM LEASE, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between Wicomico County, Maryland, a body politic and corporate, acting by and through the Department of Recreation and Parks (hereinafter referred to as Lessor), and \_\_\_\_\_ (hereinafter referred to as Lessee):

WITNESSETH

1. *Premises:* The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, all that tract or parcel of land situate in the Hebron Election District of Wicomico County, State of Maryland, containing fifty (50) acres of irrigated tillable land, more or less, and fifty (50) acres of non-irrigated tillable land, more or less, located on the northerly and northeasterly side of Levin Dashiell Road also known as County Road 418, as widened, all as more particularly being described as, Map 28, Parcel 21, and attached hereto. The property is owned by Wicomico County, Maryland, known as West Metro Core Park. In the event that there should be any disagreement between the parties as to the lines of the property herein intended to be leased, the decision of the Lessor as to the actual designation of the line or lines shall be final.

2. *Term:* The term of this Lease shall be for one (1) year commencing on January 1, 2016 and terminating on December 31, 2016. The lease may be renewed for two (2) additional one-year terms, if agreeable to by both parties, at the anniversary date. The rent for each renewal period shall be adjusted to reflect the cost of living increase based on the Consumer Price Index (CPI), All Urban Consumers, US City Average, published by the US Department of Labor on December 1<sup>st</sup>. The total term of the Lease may not exceed three (3) years. At the end of the term, the lease shall be bid out for future years.

3. *Rent:* The Lessee shall pay the Lessor during the term of this Lease a rental payment of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per acre for a total of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The first annual rental shall be paid in full by the Lessee to the Lessor at the time this agreement is executed. Subsequent annual rental payments shall be paid to the Lessor no later than December 31<sup>st</sup> of the prior year for each remaining year of the term of this Lease.

3.1. *Taxes:* Lessee, unless exempted, is responsible under Maryland State Law, Annotated Code of Maryland, Tax-Property Article, Section 6-102, for the payment of property taxes as though the Lessee was the owner of the property. Failure of the Lessee to pay the property taxes due shall be cause to terminate this Lease.

4. *Use:* The Lessee covenants and agrees that he shall occupy and use the demised premises solely for agricultural and related purposes and shall farm, cultivate, and manage the whole of the premises in a good and husbandlike manner and shall keep the whole in good condition and not allow any part of the land to become impoverished and to have the arable land at all times clean and free from weeds and never sown with any prejudicial crop. Hunting rights on the properties will be controlled by the Lessor.

5. *Assignment and Subletting:* The parties further covenant and agree that the premises may not be assigned, sublet or any portion thereof without the prior written consent of the Lessor.

6. *Irrigation System:* Lessor owns and provides the irrigation systems for the Lessee's use. The Water Appropriation and Use Permit allocation has been tentatively calculated by M.D.E. for annual average daily use of 183,000 gallons per day and an annual average monthly use of 1,112,000 gallons (application pending). Lessee is responsible for repairs to the irrigation system, including all parts costing less than \$1,500. In the event there is a repair part or parts costing in excess of \$1,500.00, Lessee must notify Lessor to provide Lessor

the opportunity to obtain the best pricing available. All expenses for parts in excess of \$1,500.00 will be shared equally between the Lessor and the Lessee.

6. *Waste:* Lessee covenants and agrees that he/she will not commit waste or leave non-biodegradable materials such as plastic on or damage the farm and will use due care to prevent others from doing so.

7. *Indemnification:* The Lessee hereby agrees to indemnify the Lessor against and hold the Lessor harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever, upon or about the leased premises or adjacent roads or walkways, occasioned wholly or in part by any act or omission of the Lessee, its agents, licensees, contractors, customers, or employees during the term of this Lease. Lessee hereby releases Lessor, its agents, servants and employees from any and all present or future claims, causes, actions, or damages arising out of or in any manner connected with the condition of the property as it exists now or in the future.

8. *Condition of Premise:* Lessee hereby acknowledges that it agrees to accept the Property in such condition AS EXISTS WITH ANY AND ALL FAULTS at the time of the execution hereof or afterward. The Lessee shall also pay all costs, expenses, and attorney's fees that may be incurred or paid by the Lessor in enforcing the terms and conditions of this Lease, whether incurred as a result of litigation or otherwise.

9. *Insurance:* The Lessee agrees to keep in force at all times during the term hereof, at its own expense, general liability insurance against claims for personal injury or property damage in an amount of at least one million dollars (\$1,000,000.00). Such policy and policies shall name the Lessor and the Lessee as the insured; said policy shall be issued by an insurance company satisfactory to the Lessor. Within ten (10) days after the date hereof, the Lessee shall deliver to the Lessor certificates of insurance certifying that such insurance is in full force and effect.

10. *Surrender of Premises:* If, during the term of this Lease, it is determined by the Lessor that any part or portion of the leased premises is needed for park improvement or operation, then the Lessor shall give the Lessee notice of the Lessor intention to use the necessary part or portion of the leased premises at any time prior to the end of the calendar year, in which event this Lease shall be terminated as to the property so designated by the Lessor commencing at the end of the lease year. In the event that the County elects to use any part of the property as aforesaid, the rent for the remaining property will be apportioned at the hereinbefore stated charge per acre, pro-rated for the remaining property to be used by the Lessee.

11. *Guidelines and Crop Restrictions:* This Lease is subject to the following guidelines and crop restrictions:

- (a) The Lessor reserves the right to prevent the production of any crop on any or all of the land where the production of such crop would clearly damage the land due to excessive erosion or other causes. The production of sod on this land is prohibited.
- (b) The Lessee will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.
- (c) The Lessor will provide sufficient quantities of lime to keep the land at proper pH for crop production. The soil was tested in November, 2011 and results received on 11/11/2011 from A & L Eastern Laboratories. The pH level was reported to range from 5.6 to 6.3 from the samples taken from sites distributed around the two-hundred acre parcel. Soil tests are to be taken and reported annually to the Lessor and the land is to be returned to the same or better pH levels and nutrient levels including; organic matter, phosphorus, potassium, magnesium, calcium acidity and C.E.C , annually by the lessee.
- (d) The Lessee will not bring any livestock or poultry on the land and will not use any buildings without the express approval of the Lessor.
- (e) No fertilizers or manures may be stored on the property hereby leased without prior



permission by Lessor. All manure shall be spread and tilled on the same day as delivered to the property unless other storage permission is granted. Fertilization methods must be approved and maintained to comply with the Maryland Department of Agriculture's Nutrient Management Plan.

12. *Rules and Regulations:* The Lessee hereby agrees to abide by all rules and regulations as set forth by the Lessor. The Lessee hereby agrees that it will not store equipment on the leased premises unless specifically approved by the Lessor. The Lessee shall make no alterations, installations, additions, or improvements to the leased premises without the Lessor written consent, and then only in a manner and by such persons as may be approved by the Lessor. The cost of all such alterations, installations, additions, or improvements shall be borne by the Lessee.

13. *Entry and Inspection:* The Lessee shall permit the Lessor and/or its agents or representatives to enter the herein leased premises at all reasonable times to inspect the same and the improvements thereon and to determine whether the herein leased premises are being properly maintained.

WITNESS, the hands and seals of the parties hereto on the day and year first above written.

ATTEST:

WICOMICO COUNTY, MARYLAND

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_(SEAL)  
Bob Culver, County Executive, Lessor

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_(SEAL)  
Lessee



# DEPARTMENT OF ASSESSMENTS & TAXATION

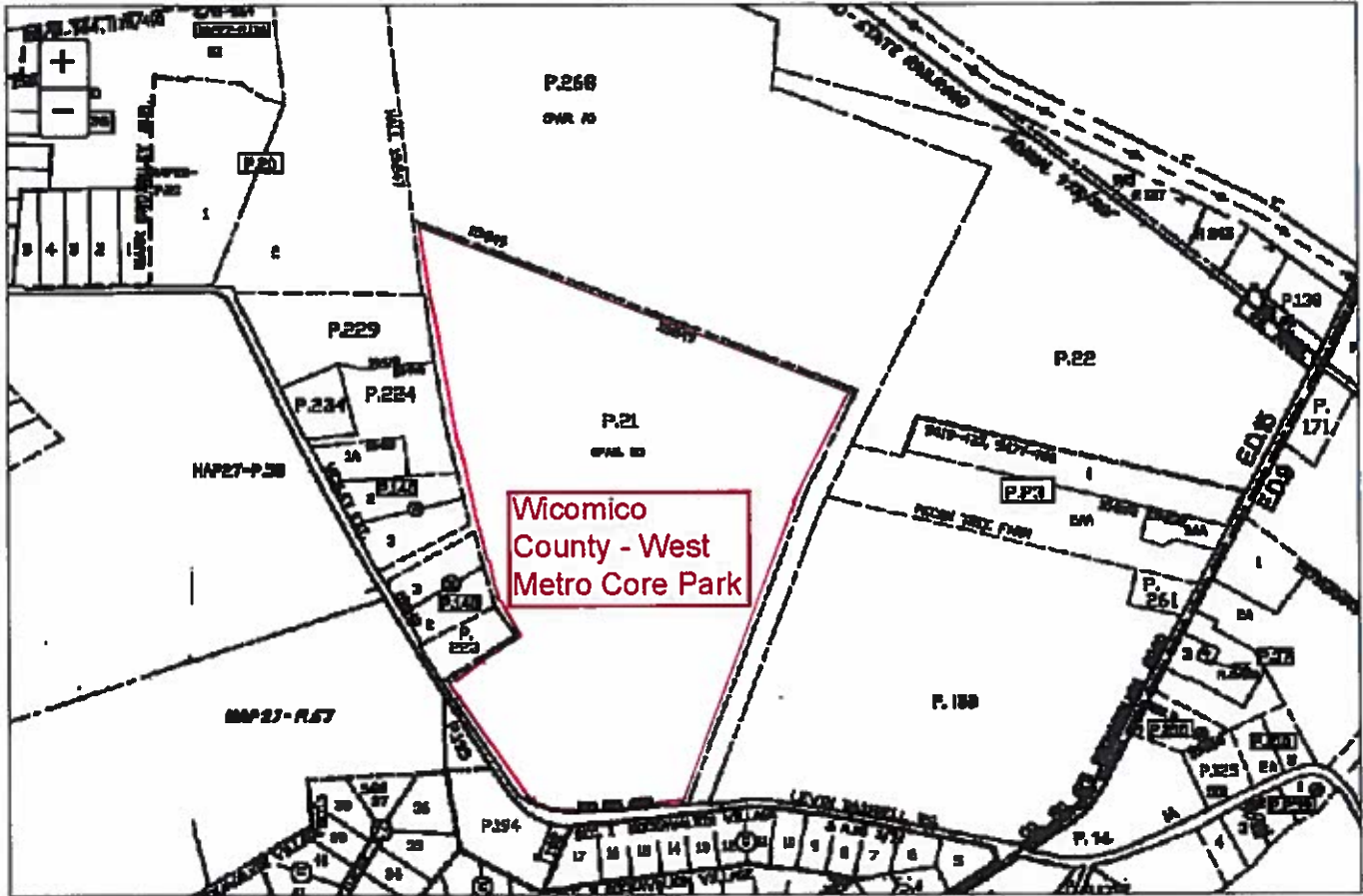
Search

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## Wicomico County

New Search

District: **15** Account Number: **009446**



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at [www.plats.net](http://www.plats.net).

Property maps provided courtesy of the Maryland Department of Planning ©2011.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at [www.mdp.state.md.us/OurProducts/OurProducts.shtml](http://www.mdp.state.md.us/OurProducts/OurProducts.shtml).

Order the **TAX MAP** [click here...](#)